

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF 1		PAGES 6			
2. CONTRACT (Proc. Inst. Ident.) NO. SP0700-03-D-9762		3. EFFECTIVE DATE 30 SEP 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.							
5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PPPLCB4 (614)692-7098 /FAX: (614)692-4759 E-mail: Deborah.Waller@dla.mil		CODE SP0700		6. ADMINISTERED BY (If other than Item 5) S3915A DCMA PHILADELPHIA P O BOX 11427 (215) 737-3402 PHILADELPHIA PA 19111-0427		CODE S3915A		Criticality: To be cited on each order PAS: None			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) KAMPI COMPONENTS CO., INC. 88 CANAL ROAD FAIRLESS HILLS, PA 19030				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)							
				9. DISCOUNT FOR PROMPT PAYMENT NET 30 days							
CODE 7Z016				FACILITY CODE				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12			
11. SHIP TO/MARK FOR CODE See Schedule - Do Not Ship to Address in Block 5				12. PAYMENT WILL BE MADE BY CODE HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) (1) <input type="checkbox"/> 41 USC 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA							
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
		See Schedule									
										Estimated	
15G. TOTAL AMOUNT OF CONTRACT										\$5791.17	
16. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)				
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES							
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	6				
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.							
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	6				
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS							
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS					
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	5		L	INSTRS., CONDS., AND NOTICES TO OFFERORS					
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	6		M	EVALUATION FACTORS FOR AWARD					
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	6								
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP070003R4150 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. (and amendments 0001, 0002)							
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER KELLY R. HILLEARY							
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA				20C. DATE SIGNED			
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)							

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0700-03-D-9762	PAGE 2 OF
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NAME OF OFFEROR OR CONTRACTOR

KAMPI COMPONENTS CO.

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Section B

1. This is an indefinite quantity contract. Supplies shall be ordered by the issuance of calls against the basic contract.
2. Price: See Section B for Prices.
3. Delivery: See Section B for deliveries.
5. This contract is for a one year period beginning 30 Sep 2003. It may be extended for an additional 4 years in yearly increments. See Section B for option years pricing.
6. The minimum contract dollar amount of \$579.11 has been reserved and will be released as delivery orders written against the terms of the basic contract.
7. Administrative office in block 6 of the SF26 is for all delivery orders \$100,000.00 and over and those requiring origin inspection. All other orders and the Basic Contract will be administer by Defense Supply Center Columbus, 3990 E. Broad St., Columbus OH 43216-5000 (SC0700).
8. Administrative office in block 12 of the SF26 is for all delivery orders valued over \$100,000.00. For all other orders the payment office will be DFAS Columbus Center, ATTN DFAC CO TLSCAA CONSTRUCTION, 3990 E Broad St., P.O. Box 182317, Columbus OH 43218-2317 (Code 16 for origin inspection and Code 12 for destination inspection).
9. The following order numbers may be used by the respective Inventory Control Points when placing orders under this basic contract

Defense Supply Center Columbus(wpn sys)	SP0700-03-D-9762
Defense Supply Center Columbus(commodities)	SP0900-03-D-9762
Defense Supply Center Richmond	SP0400-03-D-9762
Defense Supply Center Philadelphia	SP0500-03-D-9762

10. Notice to Vendor, DFAS and DCMA: DSCC and its related organizations, DSCP and DSCR, are transitioning to a new suite of business software called Business Systems Modernization (BSM). Because of this transition, delivery orders issued for some NSNs under this contract will contain information, which will be different from current practices. No applicable NSNs at this time. BSM differences are as follows:

- ❖ The delivery order number will vary by one digit for orders issued in the BSM system. The third digit in the order number will be an "M".
Non-BSM order for Defense Supply Center Columbus(wpn sys): SP0700-03-D-9762-0001
BSM order for Defense Supply Center Columbus(wpn sys) : SPM700-03-D-9762-0001
- ❖ The payment office for BSM orders will be DFAS Columbus Center, DFAS-BVDP, P. O. Box 182317, Columbus, OH 43218 (Code SL4701)
- ❖ The Accounting and Appropriation cite used by BSM orders is 97X4930 5CBX 001 2630 S33150

Vendors need to ensure they use the above information, which will be on the actual delivery order when invoicing or referencing the order.

Section B

2910013162611	FILTER,FLUID	EA	17	\$125.47	180	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	2	100	DO A4	62265	02-7109846
2940005403619	FILTER ELEMENT,FLUI	EA	317	\$11.54	65	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	2	100	DO A1	12653	V-429-FF

Section B

2910013162611	31	1	00	XX	XX	X	D4	O	Q	U	DO
2940005403619	31	1	00	XX	XX	X	E6	O	Q	U	00
									AAA	001	00
									000	001	00

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<p>DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.</p> <p>A05 - DPACS / PD2 Notice (DSCC 52.204-9C04) (APR 2002)</p> <p>CLIN Numbering Change</p> <p>This is to inform you that the CLIN numbering sequence in this award is changed for administrative reasons only and does not change the price, delivery, or any other terms and conditions.</p> <p>NOTICE</p> <p>A06 - DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA (DSCC 52.211-9C41) (OCT 2000)</p> <p>It is the contractors responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Preload Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.</p> <p>Carriers may experience delays if notification requirements are not made.</p> <p>DDSP New Cumberland Facility Phone: (717) 770-6969 New Cumberland, PA</p> <p>Defense Distribution Depot San Joaquin Stock, Warehouse 10 - Phone (209) 839-4307 CCP, Warehouse 30 - Phone (209) 839-4518 Tracy, CA</p> <p>SECTION D</p> <p>D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUN 2002)</p> <p>(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.</p> <p>(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.</p> <p>(3) Method of shipment will be in accordance with Clause F05 (DCC 52.247-902) or F06 (DSCC 52.247-9C03).</p> <p>D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)</p> <p>DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscc.dla.mil/Offices/Packaging/Forms.html.</p> <p>D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)</p> <p>Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication</p>		<p>cited above.</p> <p>D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)</p> <p>Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:</p> <p>http://www.dscc.dla.mil/downloads/packaging/dcl636p001.doc</p> <p>SECTION E</p> <p>E02 - INSPECTION OF SUPPLIES-FIXED PRICE (PAR 52.246-2) (AUG 1996)</p> <p>E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)</p> <p>E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)</p> <p>E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2003)</p> <p>This clause is applicable when surplus materials are accepted (DLAD 52.211-9000), when a Certificate of Conformance (FAR 52.246-15) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.</p> <p>(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.</p> <p>(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129(n), 'Standard Practice for Military Marking'.</p> <p>(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.</p> <p>E31 - REPACKAGING BEFORE VENDOR NOTIFICATION (DSCC 52.246-9C36) (AUG 1999)</p> <p>SECTION F</p> <p>F02 - VARIATION IN QUANTITY (FAR 52.211-16) (APR 1984)</p> <p>(b) 0 Percent increase 0 Percent decrease</p> <p>This increase or decrease shall apply to:</p> <p>F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)</p> <p>(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.</p> <p>(b) DSCC Administered orders: (1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000 Telephone (614) 692-2175 Telephone (614) 692-7038 ('S9C' - Construction) Telephone (614) 692-7039 ('S9E' - Electronics) (COLLECT CALLS WILL NOT BE ACCEPTED) (2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master</p>			
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Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

F07 - FMS SHIPPING INSTRUCTIONS (DLAD 52.225-9002) (JUN 1998)

Applicable to CLINS All

F19 - TIME OF DELIVERY (DSCC 52.211-9C14) (MAR 2001)

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

DELIVERY SCHEDULE *see Section B*
CLIN(s) QUANTITY DAYS

Liquidated Damages () is () is not applicable.

NOTE: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT.

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

SECTION G

G03 - NOTES TO CONTRACT ADMINISTRATION OFFICE:

a. Delinquency Reports - In accordance with FAR 42.1106(c), the Contract Administration Office may at any time initiate a report to advise the Administrative Contracting Officer and Inventory Control Manager (ICM) of any potential or actual delay in performance.

Address for ICM is as follows:

(X) DLA, Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC- PLC
Columbus, OH 43216-5000

() b. Guaranteed Maximum Shipping Weights or Dimensions,
DLAD 52.247-9000 is not applicable.

() c. This award has been made on the basis of Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000, as specified. Take action in accordance with DLAM 8105.1, Section 19-100.3, if it becomes evident that the guaranteed shipping characteristics will be exceeded, or if the contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to adjust the contract price.

CLIN(s)

() d. Notice to Transportation Officer of the CAO. The commodity descriptions used in the evaluation of freight costs for this award are:

CLIN(s)

() e. Economic Price Adjustment (EPA): In accordance with FAR 42.302-(b)(7) total responsibility for effecting Economic Price Adjustments, is delegated to the ACO, conditioned on securing funds from DSCC Contract Administration Office. This responsibility also includes downward adjustments when warranted. DSCC will not review your decisions to adjust prices in accordance with EPA clause.

f. Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.406-1(b).

SECTION H

H-09. ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 2000)

This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WINS).

For detailed information concerning electronic invoicing applications, EDI transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868 or 614-693-5627. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

<https://ecweb.dfas.mil>

This above site is for DFAS-CO Web based Invoicing System (WINS). Look under the Help Button for 'These are your Web Invoice Test Partners'

<http://www.dfas.mil>

Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives.

SECTION I

I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

I77 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7024) (MAR 2000)

SECTION J

J02 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

See page 2	dtd **/**/**	Encl #
	dtd <i>7/08/03</i>	Encl # 1
	dtd **/**/**	Encl #
	dtd **/**/**	Encl #
	dtd **/**/**	Encl #
	dtd **/**/**	Encl #
	dtd **/**/**	Encl #

J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF <u>38</u>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <u>SP0700-03-R-415D</u>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <u>Bob Busche</u>		b. TELEPHONE NUMBER (No collect calls) <u>(614) 692-0791</u>		8. SOLICITATION ISSUE DATE <u>November 1, 2002</u>	
9. ISSUED BY <u>Defense Supply Center Columbus</u> <u>ATTN: DSCC-PLCA1</u> <u>P. O. Box 16704</u> <u>Columbus, OH 43216-5010</u> <u>MAIL OFFER TO:</u> <u>Defense Supply Center Columbus</u> <u>ATTN: DSCC-PBAA (Bid Opening Room B130 Bldg. 20)</u> <u>P. O. Box 16653</u> <u>Columbus, OH 43216-5009</u>		CODE <u>SC0700</u>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> B(A) NAICS Code: <u>333999</u> SIZE STANDARD: <u>500</u>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING <u>See Section B</u> 14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
16. DELIVER TO		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR <u>Kampi Components Co., Inc.</u> <u>88 Canal Rd.</u> <u>Fairless Hills, PA 19030</u> TELEPHONE NO. <u>267-543-4050</u>		CODE <u>172016</u> FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<u>Various Filters</u>						
	<u>See Continuation to SF 1449</u>						
<small>(ALTERED ADDITIONAL Details as Necessary)</small>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>One (1)</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <u>Michelle Anderson</u> <u>Long Term Contracting</u>			30c. DATE SIGNED <u>01/29/03</u>		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
					38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					42a. RECEIVED BY (Print)		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE SIGNED		42b. RECEIVED AT (Location)		
					42c. DATE REC'D (YY/MM/DD)		

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

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Expires: 09/30/98

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NOTE: Information contained in Addenda may supplement FAR/DFARS/DLAD clauses and provisions

CLAUSES AND PROVISIONS ARE NOT IN ORDER. PLEASE READ SOLICITATION IN ITS ENTIRETY.

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NAME OF OFFEROR OR CONTRACTOR		

Continuation of SF 1449

PLEASE NOTE THAT SECTIONS B THROUGH M ARE NOT IN CHRONOLOGICAL ORDER
PLEASE READ SOLICITATION IN ITS ENTIRETY

SECTION A – GENERAL INFORMATION

1. The purpose of this solicitation is to establish an indefinite quantity contract for the supplies listed in Section B that will provide coverage for military customers in the continental United States (CONUS), military customers outside of the continental United States (OCONUS) and Foreign Military Sales (FMS). The scope of this long-term initiative is to cover various types of Filters. Currently, the acquisition only consists of NSNs managed by DSCC but the potential exists to add NSNs managed by DSCP and DSCR. Orders will be issued for stock maintenance and for non-stock on some items until demands increase to warrant the NSN to be stocked. The non-stock items are identified by a supply status code (SSC) of "3" on the Section B spreadsheet. Orders will be issued using Electronic Data Interchange (EDI); see Clauses H-09 and H-13. Please do not forget to return the completed Section B spreadsheet by diskette and the completed RFP to the DSCC bid room by the closing date/time specified on the face of the solicitation. If you do not have a Section B diskette, please download this information from the file located on the Internet at <http://dibbs.dsccols.com/Rfp>.

2. The following method will be used to place orders under the contract(s):

Delivery Orders Placed By DLA Inventory Control Points (ICPs)

Any Defense Logistics Agency (DLA) Inventory Control Point (ICP) listed below may issue delivery orders to the awardee for the supplies cited in Section B. The orders may be issued using Electronic Data Interchange (EDI) or in writing. EDI invoicing will be mandatory. The Defense Supply Center Columbus (DSCC) will administer the basic contract but each ICP will issue and administer its own delivery orders. The participating ICPs at this time are:

Defense Supply Center, Columbus, OH (DSCC) – (SP0700)

At a future date other Government agencies may order under the resulting contract(s).

3. The proposals received in response to this solicitation will be evaluated under "Best Value" procedures as described in Section M.

SECTION B – SCHEDULE OF SUPPLIES

1. This solicitation is for the acquisition of items that are in accordance with Government specifications/drawings and part-numbered items manufactured by numerous original equipment manufacturers (OEMs). All NSNs are available for download under the "Acquisition Download" menu item on the DSCC Internet Bid Board Systems (DIBBS) under subject heading "DSCC Corporate Contract Solicitations". Access is directly available by accessing <http://dibbs.dsccols.com>. Access is also available via the World Wide Web (www) at <http://www.dsc.dla.mil/programs/corporate contracts/cc.asp>. Award will be made on an all or none basis per NSN for the supplies covered under this solicitation.

2. The supplies covered by this solicitation are listed on an excel spreadsheet or on the enclosed diskette. **Each offeror must clearly identify the diskette with name and cage code and return the completed diskette with offer.** ~~Those offeror's obtaining the solicitation from the DSCC website will find the spreadsheet on the website as an attachment.~~ Any problems experienced downloading either the RFP or the excel spreadsheet should be directed to the Small Business Office on (614) 692-3735. The spreadsheet/diskette consists of the following:

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SECTION B – SCHEDULE OF SUPPLIES CONTINUED

a. Government's Requirements: (Sample)

CMA	NSN	UI	AMSC	PIC	QCC	SSC	ADQ	Required Delivery	DPAS Rating	Nomenclature	Cage Code	Part Number
S9C	1005-00-423-4282	EA	B	2	200	A	126	60	DO A5	PLATE HUB AZIMUTH	19204	8437167-8
S9C	1005-00-600-8889	EA	G	1	200	T	1063	90	DO A3	SWIVEL SLING SMALL		Drawing and/or Specification Applicable

(1) CMA – Current Managing Activity: This indicates which ICP is currently managing the NSN. S9C and S9E indicates DSCC Columbus, S9G indicates DSCR Richmond and S9I indicates DSCP Philadelphia.

(2) NSN – National Stock Number

(3) U/I – Unit of issue

(4) AMSC – Acquisition Method Suffix Code: AMSCs of "G" indicate a drawing and/or specification is applicable. AMSCs of "T" indicate a qualified products list (QPL) is applicable. All other AMSC codes are indicative of part numbers; however, NSNs with a Government cage code identified are source controlled and/or are for reference only.

(5) PIC – Place of Inspection: A "1" or "C" designates origin inspection and Clauses E03, E04 and E18 are applicable. A "2" designates destination inspection and Clauses E08 and E09 are applicable.

(6) QCC – Quality Control Code: Designates the quality requirements for each NSN whereby the table below indicates which quality clauses apply based on the QCC code:

<u>QCC Codes</u>	<u>Applicable Clauses/Provisions</u>
100 and 200	E03/E04 or E08/E09 (depends upon PIC code)
260	E16
300	E14a
310	E14a, I43 and I43a

Note: QCC code 280 designates multiple quality requirements and is defined by the PIC code.

(7) SSC – Supply Status Code: A "1" or "A" designates the item is stocked and "3" designates the item is non-stock. Note that those NSNs coded "3" are currently non-stock and will change to a "1" or "A" as demands increase.

(8) ADQ – Annual Demand Quantity: This represents the estimated annual demand quantity for each NSN. These numbers are based on the best projections available at the time of this solicitation and are subject to change.

(9) Government's Required Delivery – This is the Government's required delivery and is reflected in calendar days (delivery will be based on date of award/order and not on receipt of award/order).

(10) DPAS – Defense Priority Allocation System – This is a rating assigned to each NSN; see Provision L01.

(11) Nomenclature: Name of the item

(12) Cage Code and Part Number: Approved source's Cage and part numbers for each NSN (for code and part number items only)

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SECTION B - SCHEDULE OF SUPPLIES CONTINUED

b. Contractor's Proposal: (Sample)

Offeror's Unit Price	Offeror's Proposed Delivery	Hazardous Code	Remarks

(1) **Offeror's Unit Price:** Offerors are to annotate the prices that will be charged to the Government for each NSN. Prices are to be based on the estimated annual demand quantity (ADQ) as provided. These numbers are based on the best projections available at the time of this solicitation and are subject to change. It is important to note that those NSNs with ADQs of zero; however, do not necessarily have zero demands. They may in fact be items recently assigned to DSCC, or items for which historical data is otherwise incomplete or unavailable, or items for which the Government has no recurring demands and therefore cannot forecast any realistic estimates. Offerors are encouraged to submit offers consistent with quantities reflected in their own historical data where available. Prices shall include transportation costs (F.O.B. destination - including FMS) to any destination, preparation for delivery charges and all applicable taxes. Offerors must also indicate the part number being offered for those NSNs coded with an AMSC code other than "G" or "T" by placing the proposed unit price next to the applicable part number. Any alternate offers or exceptions shall include information in the column titled "Offeror's Remarks". Documentation on all alternate offers must be submitted with your offer; see Provision L.19.

(2) **Proposed Delivery:** Offerors should indicate their offered delivery after reviewing the Government's required delivery. Offerors are to annotate their proposed delivery on the spreadsheet under the column titled "Offeror's Proposed Delivery". In those cases where no delivery is annotated, it will be assumed that the Government's required delivery is acceptable. Note that delivery is an evaluation factor and preference may be given for offers with delivery schedules shorter than or less than the required delivery.

(3) **Hazardous:** Requires input of one of the following Hazardous Label Codes for each NSN offered. If the item is not hazardous, leave blank.

- A - Hazard Communication Standard
- B - Federal Insecticide, Fungicide and Rodenticide Act
- C - Federal Food, Drug, and Cosmetic Act
- D - Consumer Product Safety Act or Federal Hazardous
- E - Federal Alcohol Administration Act
- N - Hazardous Warning Label not required

(4) **Remarks:** Offerors should indicate any other relevant information regarding part numbers, item descriptions, unit of issue, etc.

3. Pricing

a. Unit price shall be based on F.O.B. destination to any location in the continental United States, Overseas and FMS (Foreign Military Sales). Note that fast payment procedures are now acceptable for FMS items when inspection and acceptance is at destination. OCONUS and FMS will be shipped to a CONUS shipping location (CCP - Container Consolidation Point or freight forwarder). Prices should be based on the estimated annual demand quantity. Again, those NSNs with an ADQ of zero do not necessarily have zero demands. They may be items recently assigned to one of the supply centers, or items for which historical data is otherwise incomplete or unavailable.

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SECTION B - SCHEDULE OF SUPPLIES CONTINUED

b. First Article Test Requirements: CLIN 9907 Contractor First Article Test (including test report) - The quantity "1 TE" (test) signifies the test requirement. See Clauses I43 and I43a for information concerning the FAT requirement and test report. Offers that do not cite a price for CLIN 9907 below shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement is waived, no award will be made for CLIN 9907. The below information identifies the NSN(s) and the applicable information to paragraphs (a) and (b) of Clause I43:

CMA	NSN	Number of Units	Number of Days	Price/Charge
S9C	2910-00-152-2033	3	60	
S9C	2940-00-141-9026	2	60	

c. Packaging will be in accordance with that shown in Section D, Clause D12. Any associated costs should be included in the offeror's proposed unit price.

d. Option Years (See Clause I41): The offeror must specify below the percentage of decrease, increase or state "none" for the option year pricing. If the offeror fails to do so, the offer will be evaluated with no additional charge and the offeror agrees, in the event of award, to perform the resulting contract without additional cost for each of the four option years. The percentage of increase quoted by the offeror will be added to the first year pricing for the first option year and each subsequent option year percentage will be added to the previous year to establish a price.

Option Year 1	Minus / Plus	4 %	Option Year 3	Minus / Plus	4 %
Option Year 2	Minus / Plus	4 %	Option Year 4	Minus / Plus	4 %

e. Surge and Sustainment Requirements: The NSNs listed on the following pages have been designated as surge items. The individual quantity requirements for each month are identified as well as the total six-month requirement per NSN. "Surge Support" is one of the evaluation factors; therefore, offerors are required to comply with the specific clauses/provisions in order to be considered for award.

Are any or all of the items identified readily available? Yes ☐ No ☒ *See attached S&S Plan*

NOTE: The commercial nature of an item, in and of itself, is not an adequate rationale for concluding an item is readily available.

If Yes, see DLAD 17.9303 and complete the questions that follow.

If No, specify which NSNs are not readily available and refer to Clause H15, Provisions L40 and M34.

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SECTION B - SCHEDULE OF SUPPLIES CONTINUED

For NSNs not readily available:

CLIN 6000 - Surge and Sustainment Requirement: NOTICE TO OFFERORS: CLIN 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified on the following pages. The offeror must specify the percentage of price increase for surge quantities or state "none". If the offeror fails to do so, the offeror will be evaluated with no additional charge for surge quantities.

Surge Support

Surge items are separately priced based on the surge qty. See Excel file. Plus N/A %

CLIN 6001 - Capability Assessment: Cost, if any, that the contractor would incur in complying with the requirement to conduct a surge validation plan. If none, state "none". Reference Clause H15 and Provision L40.

See note Clin 6000

\$ N/A

CLIN 6002 - Investment Costs: Investment costs, if any, to execute the surge plan otherwise state "none". Reference Clause H15 and Provision L40.

see note clin 6000

\$ N/A

For NSNs that are readily available:

Surge and Sustainment (S & S) Requirements - DLAD 17.9303

Surge and sustainment (S & S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

The S & S capability defined above refers to an overall capability. Throughout the life of the contract, there may be multiple contingencies (some of which may be simultaneous), each of which involves a ramp-up (i.e., surge) and sustainment period. The capability level defined above encompasses all of these contingencies.

The contractor may be required to conduct S & S tests, or allow the Government to perform S & S tests to validate the S & S capability. These tests may be in the form of paper exercises, simulations, command post exercises, participation in live exercises, participation in Joint Chiefs of Staff (JCS) and Commander-in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the S & S capability. S & S testing may use (but is not limited to use) the contractor's approved validation plan. Within one week after the test is conducted, the contractor shall submit to the Contracting Officer a validation results report. The validation results report shall clearly describe performance under the test, identify all deficiencies found, and provide a plan of action to remedy those deficiencies.

NOTE: CLIN 6003 will be used to identify the cost of the S & S testing. This CLIN will be incorporated after award only if testing is requested.

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SECTION B - SCHEDULE OF SUPPLIES CONTINUED

Surge and Sustainment Statement of Availability

- 1) What is your rationale for concluding that the S & S items are readily available?
Note: Attachments are acceptable.

- 2) Discuss your ability to meet the S & S requirements through access to readily available items.
Note: Attachments are acceptable.

- 3) Describe your access to, and plans for, coordinating distribution and transportation services for meeting S & S requirements.
Note: Attachments are acceptable.

Offerors must then sign below as acknowledgement that the items they have identified in the spreadsheet are readily available and accessible in sufficient quantities to meet the S & S requirements.

Signature of Authorized Official

Date _____

CLIN 6000 - Surge and Sustainment Requirements for SP0700-03-A-4150									
CMA	NSN	Nomenclature	Delivery						Total
			30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	
S9C	2520012171152	FILTER ELEMENT,FLUI	13	0	0	0	0	0	13
S9C	2520012229705	FILTER ELEMENT,FLUI	0	1	0	1	0	1	3
S9C	2520012385480	FILTER ELEMENT,FLUI	3	0	0	0	0	0	3
S9C	2520012490430	FILTER,FLUID	1	1	1	1	1	1	6
S9C	2910000016176	FILTER ELEMENT,FLUI	18	0	0	0	0	0	18
S9C	2910000509838	FILTER,FEED PRESSUR	1	0	0	0	0	0	1
S9C	2910000694500	FILTER ELEMENT,FLUI	7	1	8	8	8	8	40
S9C	2910000995467	FILTER ELEMENT,FLUI	825	804	899	75	75	75	2753
S9C	2910001003354	FILTER ELEMENT,FLUI	706	1	104	104	104	104	1123
S9C	2910001255600	FILTER ELEMENT,FLUI	451	3	184	180	180	180	1178
S9C	2910002130095	FILTER ELEMENT,FLUI	1	0	0	0	0	0	1
S9C	2910002875474	FILTER,FLUID	6	0	0	0	0	0	6
S9C	2910003026391	FILTER ELEMENT,FLUI	19	0	0	0	0	0	19
S9C	2910003043427	FILTER ELEMENT,FLUI	252	1	17	17	17	17	321
S9C	2910003637405	FILTER ELEMENT,FLUI	7	0	0	0	0	0	7
S9C	2910003638608	FILTER ELEMENT,FLUI	1	0	0	0	0	0	1
S9C	2910003712846	FILTER ELEMENT,FLUI	6	4	28	24	24	24	110
S9C	2910003731564	FILTER,FLUID	15	16	17	0	0	0	48
S9C	2910003746020	FILTER ELEMENT,FLUI	530	13	136	100	100	100	979
S9C	2910003775546	FILTER ELEMENT,FLUI	48	0	0	0	0	0	48
S9C	2910004014189	FILTER ELEMENT,FLUI	182	0	34	34	34	34	318
S9C	2910004276485	FILTER ELEMENT,FLUI	44	0	0	0	0	0	44
S9C	2910004773435	FILTER ELEMENT,FLUI	106	0	0	0	0	0	106
S9C	2910005667489	FILTER,FLUID	4	0	1	0	0	0	5
S9C	2910005952916	FILTER ELEMENT,FLUI	2	0	0	0	0	0	2
S9C	2910007002900	FILTER ELEMENT,FLUI	366	0	443	443	443	443	2138
S9C	2910008456770	FILTER,FLUID	105	2	15	14	14	14	164
S9C	2910008479503	FILTER,FLUID	5	4	10	6	6	6	37
S9C	2910008620791	FILTER,FLUID	4	1	162	162	162	162	653
S9C	2910008841207	FILTER ELEMENT,FLUI	4	3	4	0	0	0	11
S9C	2910009452318	FILTER ELEMENT,FLUI	1	0	65	65	65	65	261
S9C	2910009661791	FILTER ELEMENT,FLUI	59	49	50	46	46	46	296
S9C	2910009893388	FILTER ELEMENT,FLUI	565	4	20	4	4	4	601
S9C	2910010512341	FILTER ELEMENT,FLUI	168	3	2	0	0	0	173
S9C	2910010865515	FILTER,FLUID,PRESSU	4	0	0	0	0	0	4
S9C	2910011137692	FILTER,FLUID	26	0	449	449	449	449	1822
S9C	2910011229517	FILTER ELEMENT,FLUI	576	0	452	451	451	451	2381
S9C	2910011273685	FILTER ELEMENT,FLUI	5	0	0	0	0	0	5
S9C	2910011290466	FILTER ELEMENT,FLUI	260	0	49	48	48	48	453
S9C	2910011316294	FILTER,FLUID	6	4	5	0	0	0	15
S9C	2910011461099	FILTER ELEMENT,FLUI	247	42	69	25	25	25	433
S9C	2910011564778	FILTER ELEMENT,FLUI	246	0	0	0	0	0	246
S9C	2910011672933	FILTER ELEMENT,FLUI	54	1	2	2	2	2	63
S9C	2910011686311	FILTER,FLUID	1	0	103	103	103	103	413
S9C	2910011699758	NOZZLE,FUEL INJECTI	254	12	17	0	0	0	283
S9C	2910011702549	FILTER,FLUID	83	37	36	0	0	0	156
S9C	2910011792597	FILTER ELEMENT,FLUI	0	0	90	90	90	90	360
S9C	2910011932812	FILTER ELEMENT,FLUI	4	0	0	0	0	0	4
S9C	2910011954112	FILTER,FLUID	50	0	0	0	0	0	50
S9C	2910011998106	FILTER,FLUID	5	0	0	0	0	0	5
S9C	2910012017719	FILTER ELEMENT,FLUI	188	1	58	58	58	58	421
S9C	2910012158075	FILTER ELEMENT,FLUI	28	0	25	25	25	25	128

CLIN 6000 - Surge and Sustainment Requirements for SP0700-03 R-450									
CMA	NSN	Nomenclature	Delivery						Total
			30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	
S9C	2910012327069	FILTER ELEMENT,FLUI	3	3	3	3	3	3	18
S9C	2910012382645	FILTER ELEMENT,FLUI	40	0	0	0	0	0	40
S9C	2910012385197	FILTER,FLUID	37	0	0	0	0	0	37
S9C	2910012403802	FILTER ELEMENT,FLUI	0	1	7	7	7	7	29
S9C	2910012503779	FILTER ELEMENT,FLUI	11	2	2	0	0	0	15
S9C	2910012559062	FILTER ELEMENT,FLUI	2	0	0	0	0	0	2
S9C	2910012635384	FILTER ELEMENT,FLUI	20	0	0	0	0	0	20
S9C	2910012637223	FILTER,FLUID	3	0	0	0	0	0	3
S9C	2910012944910	FILTER ELEMENT,FLUI	452	0	0	0	0	0	452
S9C	2910012984305	FILTER ELEMENT,FLUI	25	0	0	0	0	0	25
S9C	2910012989570	FILTER ELEMENT,FLUI	29	29	29	29	29	28	173
S9C	2910013162611	FILTER,FLUID	1	1	1	0	0	0	3
S9C	2910013240703	FILTER,FLUID	1	0	0	0	0	0	1
S9C	2910013311771	FILTER ELEMENT,FLUI	17	0	0	0	0	0	17
S9C	2910013356869	FILTER ELEMENT,FLUI	12	0	0	0	0	0	12
S9C	2910013551256	FILTER ELEMENT,FLUI	3	3	2	2	2	2	14
S9C	2910013579732	FILTER,FLUID	1	1	1	1	0	0	4
S9C	2910013668847	FILTER,FLUID	14	0	0	0	0	0	14
S9C	2910013668848	FILTER ELEMENT,FLUI	2	2	2	2	2	2	12
S9C	2910013742006	FILTER,FLUID	7	0	0	0	0	0	7
S9C	2910014084959	FILTER,FLUID	18	0	0	0	0	0	18
S9C	2910014861492	FILTER ELEMENT,FLUI	3	3	3	3	3	3	18
S9C	2930011209291	FILTER ELEMENT,FLUI	2	0	0	0	0	0	2
S9C	2930012616609	FILTER ELEMENT,FLUI	198	0	0	0	0	0	198
S9C	2940000092192	FILTER ELEMENT,INTA	1	1	1	1	1	1	6
S9C	2940000244868	FILTER ELEMENT,FLUI	0	1	1	1	1	1	5
S9C	2940000290388	FILTER ELEMENT,FLUI	857	47	57	9	9	9	988
S9C	2940000532513	FILTER ELEMENT,FLUI	6	0	0	0	0	0	6
S9C	2940000720364	FILTER ELEMENT,INTA	0	0	5	5	5	5	20
S9C	2940000762597	FILTER ELEMENT,FLUI	0	0	1	1	1	1	4
S9C	2940000969529	FILTER ELEMENT,FLUI	192	1	9	9	9	9	229
S9C	2940001258313	FILTER ELEMENT,INTA	1	0	0	0	0	0	1
S9C	2940001259544	FILTER ELEMENT,FLUI	329	4	8	0	0	0	341
S9C	2940001419026	FILTER ELEMENT,FLUI	315	99	98	98	98	98	806
S9C	2940001439204	FILTER ELEMENT,FLUI	7	1	4	4	4	4	24
S9C	2940002213470	FILTER ELEMENT,FLUI	23	12	14	0	0	0	49
S9C	2940002385551	FILTER ELEMENT,INTA	64	0	21	21	21	21	148
S9C	2940002562763	FILTER ELEMENT,FLUI	126	0	0	0	0	0	126
S9C	2940003000891	FILTER ELEMENT,INTA	12	0	0	0	0	0	12
S9C	2940003271721	FILTER ELEMENT,INTA	1	0	10	9	9	9	38
S9C	2940003335318	FILTER ELEMENT,FLUI	1	0	0	0	0	0	1
S9C	2940003620830	FILTER ELEMENT,FLUI	6	0	0	0	0	0	6
S9C	2940003723553	FILTER ELEMENT,INTA	12	0	0	0	0	0	12
S9C	2940004043057	FILTER ELEMENT,FLUI	725	121	285	86	86	86	1389
S9C	2940004050125	FILTER ELEMENT,INTA	1	1	0	0	0	0	2
S9C	2940004054308	FILTER ELEMENT,FLUI	26	0	0	0	0	0	26
S9C	2940004079387	FILTER ELEMENT,FLUI	2	0	12	12	12	12	50
S9C	2940004079408	FILTER ELEMENT,INTA	115	0	7	0	0	0	122
S9C	2940004138521	FILTER ELEMENT,FLUI	8	0	0	0	0	0	8
S9C	2940004217182	FILTER ELEMENT,INTA	9	0	0	0	0	0	9
S9C	2940004219655	FILTER ELEMENT,FLUI	54	0	0	0	0	0	54
S9C	2940004310286	FILTER ELEMENT,INTA	2	0	0	0	0	0	2

CLIN 6000 - Surge and Sustainment Requirements for SP0700-02 R-450									
CMA	NSN	Nomenclature	Delivery						Total
			30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	
S9C	2940004321761	FILTER ELEMENT,FLUI	84	16	16	16	16	16	164
S9C	2940004329624	FILTER ELEMENT,FLUI	12	0	0	0	0	0	12
S9C	2940004592839	FILTER ELEMENT,INTA	106	0	0	0	0	0	106
S9C	2940004596650	FILTER ELEMENT,INTA	13	0	0	0	0	0	13
S9C	2940004701238	FILTER ELEMENT,FLUI	70	1	4	4	4	4	87
S9C	2940005048533	FILTER ELEMENT,FLUI	86	0	68	68	68	68	358
S9C	2940005056711	FILTER ELEMENT,FLUI	1	0	0	0	0	0	1
S9C	2940005219815	FILTER ELEMENT,FLUI	14	0	0	0	0	0	14
S9C	2940005523842	FILTER,FLUID	0	0	4	1	1	1	7
S9C	2940005806302	FILTER ELEMENT,FLUI	257	0	9	8	8	8	290
S9C	2940006100352	FILTER ELEMENT,INTA	4	0	0	0	0	0	4
S9C	2940006780641	FILTER ELEMENT,FLUI	3	0	0	0	0	0	3
S9C	2940007024997	FILTER,FLUID	3	3	2	2	2	2	14
S9C	2940007204959	FILTER,FLUID	0	0	2	1	1	1	5
S9C	2940007629948	FILTER ELEMENT,INTA	1	0	0	0	0	0	1
S9C	2940008326054	FILTER ELEMENT,FLUI	4	1	30	30	30	30	125
S9C	2940008421878	FILTER ELEMENT,INTA	226	243	243	0	0	0	712
S9C	2940008454960	FILTER ELEMENT,FLUI	6	0	72	72	72	72	294
S9C	2940008480043	FILTER ELEMENT,INTA	45	44	44	44	44	44	265
S9C	2940008523743	FILTER ELEMENT,INTA	0	1	1	1	1	1	5
S9C	2940008609850	FILTER ELEMENT,FLUI	12	0	0	0	0	0	12
S9C	2940008640717	FILTER ELEMENT,FLUI	0	0	4	4	4	4	16
S9C	2940008695701	FILTER ELEMENT,INTA	73	0	0	0	0	0	73
S9C	2940008919342	FILTER ELEMENT,FLUI	79	1	28	28	28	28	192
S9C	2940008926210	FILTER ELEMENT,FLUI	0	1	1	1	1	1	5
S9C	2940008926214	FILTER ELEMENT,FLUI	134	0	1	1	1	1	138
S9C	2940009103066	FILTER ELEMENT,INTA	16	0	0	0	0	0	16
S9C	2940009206851	FILTER ELEMENT,FLUI	95	37	36	0	0	0	168
S9C	2940009206852	FILTER ELEMENT,FLUI	48	1	6	6	6	6	73
S9C	2940009222077	FILTER ELEMENT,FLUI	1	1	82	82	82	82	330
S9C	2940009371926	FILTER ELEMENT,INTA	13	0	0	0	0	0	13
S9C	2940009474421	FILTER ELEMENT,INTA	0	0	25	25	25	25	100
S9C	2940009508410	FILTER ELEMENT,FLUI	256	36	42	7	7	7	355
S9C	2940009681794	FILTER ELEMENT,INTA	38	3	3	3	3	3	53
S9C	2940010039409	FILTER ELEMENT,FLUI	48	3	443	442	442	442	1820
S9C	2940010091634	FILTER ELEMENT,FLUI	0	1	39	39	39	39	157
S9C	2940010108945	FILTER ELEMENT,INTA	53	0	0	0	0	0	53
S9C	2940010112722	FILTER ELEMENT,FLUI	36	0	0	0	0	0	36
S9C	2940010119260	FILTER ELEMENT,FLUI	602	0	116	116	116	116	1066
S9C	2940010142547	FILTER ELEMENT,FLUI	1388	0	0	0	0	0	1388
S9C	2940010167619	FILTER ELEMENT,INTA	54	0	0	0	0	0	54
S9C	2940010184872	FILTER ELEMENT,INTA	121	0	0	0	0	0	121
S9C	2940010184873	FILTER ELEMENT,INTA	119	0	1	0	0	0	120
S9C	2940010219253	FILTER ELEMENT,FLUI	1	1	1	0	0	0	3
S9C	2940010253893	FILTER ELEMENT,INTA	7	0	0	0	0	0	7
S9C	2940010273258	FILTER ELEMENT,FLUI	77	0	0	0	0	0	77
S9C	2940010280082	FILTER ELEMENT,FLUI	0	0	3	3	3	3	12
S9C	2940010384428	FILTER ELEMENT,INTA	3	0	0	0	0	0	3
S9C	2940010433401	FILTER ELEMENT,INTA	29	0	0	0	0	0	29
S9C	2940010486578	FILTER ELEMENT,INTA	4	0	0	0	0	0	4
S9C	2940010661989	FILTER ELEMENT,INTA	16	16	16	16	16	16	96
S9C	2940010755024	FILTER ELEMENT,FLUI	164	0	6	0	0	0	170

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CLIN 6000 - Surge and Sustainment Requirements for SP0700-03-R-4150									
CMA	NSN	Nomenclature	Delivery						Total
			30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	
S9C	2940010803861	FILTER ELEMENT,FLUI	150	0	0	0	0	0	150
S9C	2940010820096	FILTER ELEMENT,INTA	350	55	94	41	41	41	622
S9C	2940010826205	FILTER ELEMENT,FLUI	2	0	0	0	0	0	2
S9C	2940010837280	FILTER ELEMENT,INTA	36	0	48	48	48	48	228
S9C	2940010840497	FILTER ELEMENT,INTA	36	0	48	48	48	48	228
S9C	2940010843467	FILTER ELEMENT,FLUI	165	0	0	0	0	0	165
S9C	2940010883342	FILTER ELEMENT,INTA	53	0	1	1	1	1	57
S9C	2940011033265	FILTER ELEMENT,FLUI	862	66	72	5	5	5	1015
S9C	2940011038904	FILTER ELEMENT,FLUI	20	0	0	0	0	0	20
S9C	2940011069056	FILTER ASSEMBLY,BYP	3	0	2	0	0	0	5
S9C	2940011102489	FILTER ELEMENT,FLUI	522	255	308	7	7	7	1106
S9C	2940011152400	FILTER ELEMENT,INTA	1	0	0	0	0	0	1
S9C	2940011311481	FILTER ELEMENT,FLUI	63	0	0	0	0	0	63
S9C	2940011315928	FILTER ELEMENT,FLUI	146	0	42	40	40	40	308
S9C	2940011335924	FILTER ELEMENT,FLUI	10	0	0	0	0	0	10
S9C	2940011338301	FILTER ELEMENT,FLUI	56	1	50	28	28	28	191
S9C	2940011411381	FILTER ELEMENT,INTA	8	0	1	1	1	1	12
S9C	2940011459456	FILTER ELEMENT,FLUI	20	0	0	0	0	0	20
S9C	2940011478008	FILTER ELEMENT,INTA	0	1	4	4	4	4	17
S9C	2940011553190	FILTER ELEMENT,INTA	1329	1	485	485	485	485	3270
S9C	2940011590956	FILTER ELEMENT,INTA	2	0	0	0	0	0	2
S9C	2940011620207	FILTER ELEMENT,INTA	4	0	0	0	0	0	4
S9C	2940011637326	FILTER ELEMENT,FLUI	80	89	88	0	0	0	257
S9C	2940011646205	FILTER ELEMENT,FLUI	50	0	0	0	0	0	50
S9C	2940011646206	FILTER ELEMENT,FLUI	9	1	44	43	43	43	183
S9C	2940011658253	FILTER BODY,FLUID	1	1	1	0	0	0	3
S9C	2940011666301	FILTER ELEMENT,INTA	1	0	0	0	0	0	1
S9C	2940011682086	FILTER ELEMENT,INTA	32	0	0	0	0	0	32
S9C	2940011741347	FILTER ELEMENT,FLUI	119	2	2	0	0	0	123
S9C	2940011745978	FILTER ELEMENT,INTA	1	0	0	0	0	0	1
S9C	2940011749142	FILTER ELEMENT,INTA	288	256	264	0	0	0	808
S9C	2940011949730	FILTER ELEMENT,FLUI	423	231	231	231	231	231	1578
S9C	2940012016794	FILTER ELEMENT,FLUI	8	0	0	0	0	0	8
S9C	2940012109682	FILTER ELEMENT,FLUI	35	0	25	24	24	24	132
S9C	2940012109683	FILTER ELEMENT,FLUI	3	1	1	0	0	0	5
S9C	2940012174967	FILTER,FLUID	75	1	0	0	0	0	76
S9C	2940012193260	FILTER ELEMENT,INTA	24	0	0	0	0	0	24
S9C	2940012212144	FILTER ELEMENT,INTA	33	0	0	0	0	0	33
S9C	2940012233722	FILTER ELEMENT,INTA	67	1	1	1	1	1	72
S9C	2940012251534	FILTER ELEMENT,INTA	29	0	0	0	0	0	29
S9C	2940012299032	FILTER ELEMENT,FLUI	40	0	0	0	0	0	40
S9C	2940012311696	FILTER ELEMENT,FLUI	39	0	72	72	72	72	327
S9C	2940012330847	FILTER,FLUID	92	0	0	0	0	0	92
S9C	2940012339091	FILTER ELEMENT,FLUI	12	0	1	0	0	0	13
S9C	2940012341830	FILTER ELEMENT,FLUI	6	0	0	0	0	0	6
S9C	2940012358638	FILTER ELEMENT,INTA	9	9	9	9	9	9	54
S9C	2940012382644	FILTER ELEMENT,FLUI	0	1	1	1	1	1	5
S9C	2940012382646	FILTER ELEMENT,INTA	1	0	0	0	0	0	1
S9C	2940012404372	FILTER ELEMENT,FLUI	12	0	0	0	0	0	12
S9C	2940012427959	FILTER,FLUID	1	1	1	1	1	1	5
S9C	2940012486171	FILTER ELEMENT,INTA	0	1	1	1	1	1	5
S9C	2940012487288	FILTER ELEMENT,FLUI	0	1	45	8	8	8	70

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CLIN 6000 - Surge and Sustainment Requirements for SP0700-03 R-4150									
CMA	NSN	Nomenclature	Delivery						Total
			30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	
S9C	2940012496603	FILTER ELEMENT,FLUI	5	0	0	0	0	0	5
S9C	2940012498027	FILTER ELEMENT,INTA	1	0	0	0	0	0	1
S9C	2940012600659	FILTER ELEMENT,INTA	46	0	0	0	0	0	46
S9C	2940012612403	FILTER ELEMENT,FLUI	4	0	0	0	0	0	4
S9C	2940012661412	FILTER ELEMENT,INTA	2	2	2	2	2	2	12
S9C	2940012677048	FILTER ELEMENT,INTA	1	0	1	0	1	0	3
S9C	2940012692480	FILTER ELEMENT,INTA	3	0	0	0	0	0	3
S9C	2940012748451	FILTER ELEMENT,INTA	11	11	10	10	10	10	62
S9C	2940012754285	FILTER ELEMENT,FLUI	0	0	90	18	18	18	144
S9C	2940012763553	FILTER ELEMENT,INTA	6	0	0	0	0	0	6
S9C	2940012825177	FILTER ELEMENT,FLUI	1	0	0	0	0	0	1
S9C	2940012842352	FILTER ELEMENT,INTA	16	0	9	9	9	9	52
S9C	2940012864669	FILTER ELEMENT,INTA	8	0	0	0	0	0	8
S9C	2940012884017	FILTER ELEMENT,INTA	10	0	0	0	0	0	10
S9C	2940012984319	FILTER ELEMENT,INTA	25	0	0	0	0	0	25
S9C	2940013022490	FILTER ELEMENT,FLUI	3	3	3	3	3	2	17
S9C	2940013063163	FILTER ELEMENT,INTA	205	0	1	0	0	0	206
S9C	2940013113385	FILTER ELEMENT,INTA	58	0	0	0	0	0	58
S9C	2940013129265	FILTER ELEMENT,FLUI	7	0	0	0	0	0	7
S9C	2940013139494	FILTER ELEMENT,FLUI	12	0	0	0	0	0	12
S9C	2940013216491	FILTER ELEMENT,FLUI	2	0	0	0	0	0	2
S9C	2940013313594	FILTER ELEMENT,FLUI	21	0	0	0	0	0	21
S9C	2940013327690	FILTER ELEMENT,INTA	217	0	0	0	0	0	217
S9C	2940013592278	FILTER ELEMENT,INTA	8	0	0	0	0	0	8
S9C	2940013609251	FILTER ELEMENT,INTA	10	0	0	0	0	0	10
S9C	2940013634100	FILTER ELEMENT,FLUI	96	0	0	0	0	0	96
S9C	2940013680071	FILTER ELEMENT,INTA	1	1	1	0	0	0	3
S9C	2940013751514	FILTER ELEMENT,FLUI	5	0	0	0	0	0	5
S9C	2940013772877	FILTER ELEMENT,FLUI	382	0	43	0	0	0	425
S9C	2940013826550	FILTER ELEMENT,INTA	2	0	0	0	0	0	2
S9C	2940013863407	FILTER ELEMENT,FLUI	48	0	0	0	0	0	48
S9C	2940013893176	FILTER ELEMENT,INTA	12	0	0	0	0	0	12
S9C	2940013916380	FILTER ELEMENT,FLUI	6	0	0	0	0	0	6
S9C	2940013922321	FILTER ELEMENT,FLUI	1	0	0	0	0	0	1
S9C	2940013991019	FILTER ELEMENT,INTA	18	0	0	0	0	0	18
S9C	2940013997371	FILTER ELEMENT,FLUI	40	0	0	0	0	0	40
S9C	2940014069542	FILTER ELEMENT,FLUI	1	2	14	2	2	2	23
S9C	2940014071729	FILTER ELEMENT,FLUI	1	0	1	0	1	0	3
S9C	2940014081652	FILTER ELEMENT,INTA	31	0	0	0	0	0	31
S9C	2940014083209	FILTER ELEMENT,INTA	31	0	0	0	0	0	31
S9C	2940014092663	FILTER ELEMENT,FLUI	56	2	1	0	0	0	59
S9C	2940014116270	FILTER ELEMENT,FLUI	148	0	0	0	0	0	148
S9C	2940014120306	FILTER ELEMENT,FLUI	30	0	0	0	0	0	30
S9C	2940014125275	FILTER ELEMENT,FLUI	20	0	0	0	0	0	20
S9C	2940014126795	FILTER ELEMENT,FLUI	13	0	0	0	0	0	13
S9C	2940014259571	FILTER ELEMENT,INTA	8	0	0	0	0	0	8
S9C	2940014324774	FILTER ELEMENT,FLUI	20	0	0	0	0	0	20
S9C	2940014325997	FILTER ELEMENT,FLUI	0	1	0	1	0	1	3
S9C	2940014438673	FILTER ELEMENT,INTA	30	30	30	30	30	30	180
S9C	2940014457480	FILTER ELEMENT,FLUI	1	0	0	0	0	0	1
S9C	2940014459913	AIR CLEANER,INTAKE	1	1	1	1	1	1	6
S9C	2940014860989	FILTER ELEMENT,FLUI	2	2	2	2	2	2	12

CLIN 6000 - Surge and Sustainment Requirements for SP0700-03-24150									
CMA	NSN	Nomenclature	Delivery						Total
			30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	
S9C	4310001747646	FILTER ELEMENT,INTA	18	0	0	0	0	0	18
S9C	4310009061639	FILTER,FLUID	3	0	0	0	0	0	3
S9C	4320011927904	FILTER ELEMENT,FLUI	9	11	39	24	24	24	131
S9C	4330000748627	FILTER ELEMENT,FLUI	94	29	67	40	40	40	310
S9C	4330001658240	FILTER ELEMENT,FLUI	50	0	0	0	0	0	50
S9C	4330001681861	FILTER ELEMENT,FLUI	489	33	41	0	0	0	563
S9C	4330002886907	FILTER,FLUID	1	0	2	2	2	2	9
S9C	4330003078387	FILTER ELEMENT,FLUI	5	5	5	5	5	5	30
S9C	4330004089340	FILTER ELEMENT,FLUI	4	4	4	4	4	4	24
S9C	4330004207557	FILTER ELEMENT,FLUI	21	1	0	0	0	0	22
S9C	4330004346557	FILTER ELEMENT,FLUI	3	3	3	3	3	3	18
S9C	4330004430015	FILTER ELEMENT,FLUI	26	0	0	0	0	0	26
S9C	4330005930162	FILTER ELEMENT,FLUI	0	1	0	1	0	1	3
S9C	4330008011152	PARTS KIT,FLUID PRE	14	16	23	0	0	0	53
S9C	4330008041541	FILTER ELEMENT,FLUI	0	0	74	74	74	74	296
S9C	4330008328750	FILTER ELEMENT,FLUI	4	0	0	0	0	0	4
S9C	4330010463399	FILTER ELEMENT,FLUI	443	187	224	1	1	1	857
S9C	4330010585455	FILTER ELEMENT,FLUI	173	3	20	18	18	18	250
S9C	4330010610246	FILTER ELEMENT,FLUI	222	0	0	0	0	0	222
S9C	4330010864303	FILTER ELEMENT,FLUI	0	0	80	80	80	80	320
S9C	4330011109054	FILTER BODY,FLUID	65	68	75	0	0	0	208
S9C	4330011160057	FILTER,FLUID	12	13	54	40	40	40	199
S9C	4330011312830	FILTER ELEMENT,FLUI	23	0	0	0	0	0	23
S9C	4330011361005	FILTER,FLUID	6	6	6	6	6	6	36
S9C	4330011438064	FILTER,FLUID	0	0	1	1	1	1	4
S9C	4330011591754	FILTER ELEMENT,FLUI	108	0	3	3	3	3	120
S9C	4330011809978	FILTER ELEMENT,FLUI	44	0	0	0	0	0	44
S9C	4330011818683	FILTER,FLUID	254	0	9	9	9	9	290
S9C	4330011890889	FILTER-SEPARATOR,LI	1185	468	600	18	18	18	2307
S9C	4330011937819	FILTER ELEMENT,FLUI	1	0	1	0	1	0	3
S9C	4330012043285	FILTER,FLUID	1	1	0	0	0	0	2
S9C	4330012355739	FILTERING DISK,FLUI	0	1	0	1	0	1	3
S9C	4330012537424	FILTER ELEMENT,FLUI	1	0	0	0	0	0	1
S9C	4330012545514	FILTER ELEMENT,FLUI	12	0	0	0	0	0	12
S9C	4330012748457	FILTER ELEMENT,FLUI	13	0	6	6	6	6	37
S9C	4330012748458	FILTER ELEMENT,FLUI	3	0	0	0	0	0	3
S9C	4330013022575	FILTER ELEMENT,FLUI	5	5	4	4	4	4	26
S9C	4330013178964	FILTER ELEMENT,FLUI	237	0	0	0	0	0	237
S9C	4330013208327	FILTER ELEMENT,FLUI	10	0	0	0	0	0	10
S9C	4330013316539	FILTER ELEMENT,FLUI	2608	0	0	0	0	0	2608
S9C	4330013347549	FILTER ELEMENT,FLUI	6	0	0	0	0	0	6
S9C	4330013531586	FILTER ELEMENT,FLUI	30	30	30	30	30	30	180
S9C	4330013535778	FILTER ELEMENT,FLUI	10	0	0	0	0	0	10
S9C	4330013632399	FILTER,FLUID	5	5	5	5	5	5	30
S9C	4330013742007	FILTER,FLUID	16	0	0	0	0	0	16
S9C	4330013892610	FILTER ELEMENT,FLUI	29	29	29	29	29	29	174
S9C	4330013911497	FILTER ELEMENT,FLUI	24	0	0	0	0	0	24
S9C	4330013911511	FILTER ELEMENT,FLUI	28	0	0	0	0	0	28
S9C	4330013916167	FILTER ELEMENT,FLUI	220	0	0	0	0	0	220
S9C	4330013988484	FILTER ELEMENT,FLUI	232	0	15	0	0	0	247
S9C	4330014402361	FILTER ELEMENT,FLUI	1	0	1	0	1	0	3

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NAME OF OFFEROR OR CONTRACTOR

Continuation of SF 1449

SECTION B - SCHEDULE OF SUPPLIES CONTINUED

Notes:

Clause E22 and Provision L19 are applicable to NSNs procured in accordance with manufacturer's code and part number.

Provision L30 is applicable to NSNs with an AMSC code "B".

Provision M21 is only applicable to NSNs with a PIC code of "2". \$250.00 per NSN will be used for evaluation purposes.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

1. Partial shipments are only acceptable for stock locations. A stock order will not be considered "filled" until the complete order (not partial) is delivered, unless authorization is received by the contracting officer. Partial shipments will not be permitted on DVD shipments.
2. Items which has been repaired, rebuilt, remanufactured or are part of an exchange program will not be supplied under this contract unless the item is repaired, rebuilt or remanufactured by the original equipment manufacturer (OEM) or another approved source in accordance with the OEM's specifications.

Addenda to FAR 52.214-4 CONTRACT TERMS AND CONDITIONS, COMMERCIAL ITEMS

SECTION F - DELIVERIES OR PERFORMANCE

1. Delivery Requirements: The Government's required delivery requirements are as specified on the Section B spreadsheet under the column titled "Required Delivery" and is reflected in calendar days (delivery will be based on date of award/order and not on receipt of award/order). Offeror's are required to annotate their proposed delivery on the Section B spreadsheet under the column titled "Offeror's Proposed Delivery" and this will also be considered as calendar days. If a proposed delivery is not indicated, the Government's required delivery is deemed as accepted by the offeror. Offeror's should note that the ability to meet or improve upon the Government's required delivery is also an evaluation factor as annotated in Section M.

NOTE: If First Article approval is required, delivery time for the initial order will be increased by the number of days as designated in Clause I43. For subsequent orders issued prior to first article approval, the delivery time specified above will be computed from the delivery date specified in the immediately preceding order.

2. Fast Payment Procedures (FEB 1998) (FAR 52.213-1): Fast payment procedures will apply only to DVD or non-stock and FMS orders purchased for destination inspection valued at \$100,000.00 or less. The awardee is required to provide the contracting officer proof of delivery to include receipt by the customer on fast pay DVD orders valued between \$25,000.00 to \$100,000.00. Fast payment will not apply to any orders processed by DLA for stock maintenance.

CONTINUATION SHEET		Solicitation Number: SP0700-03-R-4150	PAGE OF PAGES 16 38
<p>FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2002)</p>			
<p>FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2002)</p>			
<p>(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:</p> <p>(1) 52.222-3, Convict Labor (E.O. 11755).</p> <p>(2) 52.233-3, Protest After Award (31 U.S.C. 3553).</p> <p>(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:</p> <p>[Contracting Officer shall check as appropriate.]</p> <p>(X) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).</p> <p>() (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999).</p> <p>() (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).</p> <p>() (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).</p> <p>() (4) (ii) Alternate I to 52.219-5.</p> <p>() (4) (iii) Alternate II to 52.219-5.</p> <p>(X) (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d) (2) and (3)).</p> <p>(X) (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d) (4)).</p> <p>() (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a) (14)).</p> <p>() (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).</p> <p>() (8) (ii) Alternate I of 52.219-23.</p> <p>() (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).</p> <p>() (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).</p> <p>(X) (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</p> <p>(X) (12) 52.222-26, Equal Opportunity (E.O. 11246).</p> <p>(X) (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).</p> <p>(X) (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).</p> <p>(X) (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).</p> <p>(X) (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).</p> <p>() (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Contents for EPA - Designated Products (42 U.S.C. 6962(c) (3) (A) (ii)).</p> <p>() (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).</p> <p>() (18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a - 10d).</p> <p>() (19) (i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).</p> <p>() (ii) Alternate I of 52.225-3.</p> <p>() (iii) Alternate II of 52.225-3.</p> <p>(X) (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p>(X) (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).</p> <p>() (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).</p> <p>() (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).</p> <p>(X) (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).</p> <p>() (25) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (31 U.S.C. 3332).</p> <p>() (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).</p> <p>() (27) 52.239-1, Privacy or Security Safeguards</p>			
<p>(5 U.S.C. 552a).</p> <p>() (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).</p> <p>() (ii) Alternate I of 52.247-64.</p> <p>(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:</p> <p>[Contracting Officer check as appropriate.]</p> <p>() (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 3351, et seq.).</p> <p>() (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>() (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>() (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>() (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).</p> <p>d. Comptroller General Examination of Record. The Contractor shall comply with the provision of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.</p> <p>(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.</p> <p>(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p> <p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p> <p>(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--</p> <p>(1) 52.222-26, Equal Opportunity (E.O. 11246);</p> <p>(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4012(a));</p> <p>(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and</p> <p>(4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and</p> <p>(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).</p> <p>() Alternate I (Feb 2000). As prescribed in 12.301(b) (4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".</p>			
<p>DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002)</p>			
<p>(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a</p>			
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provision of law applicable to acquisitions of commercial items or components.

(X) 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

(X) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

() 252.206-7000, Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

(X) 252.219-7003, Small, Small Disadvantaged and women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637)

() 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)

() 252.225-7001, Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

(X) 252.225-7007, Buy American Act-Trade Agreements-Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

(X) 252.225-7012, Preference for Certain Domestic Commodities. (APR 2002) (10 U.S.C. 2533a).

() 252.225-7014, Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

() 252.225-7015, Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

(X) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2000)

() Alternate I (DEC 2000)

(Section 8064 of Pub. L. 106-259).

() 252.225-7021, Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(X) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

(X) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

() 252.225-7029, Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

() 252.225-7036, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (MAR 1998)

() Alternate I (SEP 1999)

(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

() 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 4320)

() 252.225-7037, Validation of Restrictive Markings on Technical Data (MAR 1999) (10 U.S.C. 2321)

(X) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(X) 252.247-7023, Transportation of Supplies by Sea (MAR 2000)

() Alternate I (MAR 2000)

() Alternate II (MAR 2000) (10 U.S.C. 2631)

() 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes of Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

DFARS 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

DFARS 252.247-7023, Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DLAD 52.212-9000 - CHANGES - MILITARY READINESS (MAR 2001)

FAR 52.212-1 - INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2000)

Note: The North American Industry Classification System (NAICS) code and small business size standard for this solicitation is as follows:

NAICS Code: 333999

Small Business Size Standard: 500

FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price, Past Performance, Proposed Delivery, Surge and Sustainment, DLA Mentoring Business Program, Socioeconomic Support, JWOD Program Technical and past performance, when combined, are

See Section M - Evaluation Factors for Award

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUL 2002)

(a) Definitions. As used in this provision:

'Emerging small business' means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

'Forced or indentured child labor' means all work or service--

(1) Extracted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

'Service-disabled veteran-owned small business concerns'--

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

'Small business concern' means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

'Veteran-owned small business concern' means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

'Women-owned business concern' - means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

'Women-owned small business concern' means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraph (b)(3) through (b)(5) of this provision to comply with debt collection requirements 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: 23-2427727

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign Government;

() International organization per 26 CFR 1.6049;

() International other

(5) Common Parent.

() Offeror is not owned or controlled by a common parent:

() Name and TIN of common parent:

Name:

TIN:

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☒ is, () is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☒ is, ☒ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☒ is, ☒ is not a service-disabled veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☒ is, ☒ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☒ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☒ is, ☒ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☒ is, ☒ is not, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small business in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) for four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Revenue of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Number of Employees	Gross Revenues
() 50 or fewer	() \$1 million or less
() 51 - 100	() \$1,000,001 - \$2M
() 101 - 250	() \$2,000,001 - \$3.5M
() 251 - 500	() \$3,500,001 - \$5M
() 501 - 750	() \$5,000,001 - \$10M
() 751 - 1,000	() \$10,000,001 - \$17M
() over 1,000	() Over \$17M

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It () is, ☒ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PBO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It () has, ☒ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) () Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:]

(10) HUBZone small business concern (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It () is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns

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that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that --

(1) It ☒ has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(1i) It ☒ has, () has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(1) It ☒ has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(1i) It () has not previously had contracts subject to written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled 'Buy American Act - Supplies' and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:
LINE ITEM NO.

COUNTRY OF ORIGIN

N/A

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement - Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act' and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(1i) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act':
NAFTA Country or Israeli End Products:
LINE ITEM NO.

COUNTRY OF ORIGIN

N/A

(List as necessary)

(1ii) The offer shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act'. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:
LINE ITEM NO.

COUNTRY OF ORIGIN

N/A

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act':
Canadian End Products:
LINE ITEM NO.

N/A

(List as necessary)

(3) Buy American Act - North American Free Trade Agreements - Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act':
Canadian or Israeli End Products:
LINE ITEM NO.

COUNTRY OF ORIGIN

N/A

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled 'Trade Agreements.'

(1i) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:
LINE ITEM NO.

COUNTRY OF ORIGIN

N/A

(List as necessary)

(1ii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are ☒ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, ☒ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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(1) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (1)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.
Listed End Product: Rubber
Listed Countries of Origin: Burma

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (1)(1) of this provision, then the offeror must certify to either (i) (2)(i) or (i) (2)(ii) by checking the appropriate block.]

☒ (i) The offeror will not supply any end product listed in paragraph (1)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (1)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

() **ALTERNATE I (APR 2002)**

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.

[The offeror shall check the category in which its ownership falls:]

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Mauri).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, or other than one of the preceding.

(3) Certification Regarding Knowledge of Child Labor for Listed

() **ALTERNATE II (OCT 2000)**

(iii) Address. The offeror represents that its address () is ☒ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation.

'Address,' as used in this provision, means the address of the offerors as listed on the Small Business Administration's register of small disadvantaged concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, 'address' refers to the address of the small disadvantaged business concern that is participating in the joint venture.

DFARS 252.212-7000 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 1995)

(a) Definitions.

As used in this clause--

- (1) 'Foreign person' means any person other than a United States person as defined in Section 16(2) of the Export

Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) 'United States person' is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate block in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

- ☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☒ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

All clauses and provisions listed within this individual solicitation are contained in the DSCC Master Solicitation dated AUGUST 2001 (Revision 2). This document can be found at (<http://dibbs.dscccols.com/refs/provclauses/>). Current changes to the aforementioned Master Solicitation are contained within this solicitation/award and will supersede any outdated information contained in the Master Solicitation. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

SECTION B

B03 - DSCC WEB SITE

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://dibbs.dscccols.com/Refs/ProvClauses/>. Also, the full text of FAR/DFARS/BLAD clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

~~000 CHANGES IN FURNITIZATION REQUIREMENTS~~

~~Effective October 1, 2001, European countries are restricting shipments of material in or on Non-Manufactured Wood Packaging Material (NMWPM) (i.e., pallets, boxes, crates, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC):~~

~~All wooden pallets and wood containers produced entirely or in~~

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part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of 'MC', 1.25 inches or greater in height, accompanied by the PAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

All contracts and orders where NMNPM may be used to ship material to U.S. forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, and the Aerial Ports of Embarkation at Dover, DE; Travis Air Force Base, CA; Naval Air Station, Norfolk, VA; and Charleston Air Force Base, SC to the affected countries.

Additional information is available on the DSCC Packaging website:
<http://www.dsccois.com/offices/packaging/index.html>

B15 - ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS (AUG 1985))

SECTION D

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
(b) The document(s) shall include the following:
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR information is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUN 2002)

(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments with shall be marked with two 999 labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.

(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.

(3) Method of shipment will be in accordance with Clause F05 (DCC 52.247-902) or F06 (DSCC 52.247-9C03).

D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscc.dia.mil/Offices/Packaging/Forms.html.

D11 - BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (DLAD 52.211-9008) (DEC 2001)

D12 - PREPARATION FOR DELIVERY (DSCC 52.211-9C16) (JUL 2002)

1. DLA Stock Shipments:

All orders for DLA Stock shipments shall be packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1D coded packaging requirements, marking in accordance with MIL-STD 129, and Bar-coding in accordance with AIM BC 1 (Uniform Symbology Specification Code 39). The supplemental palletization instruction sheet, Palletization No. DC1636P001 Rev D, will be applicable to each order, when required.

2. Direct Vendor Delivery (DVD) Shipments:

a. CONUS (within the Continental United States) and O-CONUS (Outside the Continental United States) Priority 01 through 08 Shipments: (NOTE: For Priority 01 and 02 OCONUS shipments, please contact the transportation office at 614-692-7038 for shipping instructions.)

- (1) Standard commercial packaging in accordance with ASTM-D-3951.
- (2) Barcoding in accordance with AIM BC 1 shall apply for all shipments regardless of destination (Also see Clause D11, DLAD 52.211-9008).
- (3) Marking shall be i/a/w Mil-Std-129 (latest revision) and include, at a minimum, the following information:

UNIT CONTAINER MARKING REQUIREMENT:

Identification Marking:

National Stock Number
Item Nomenclature (Optional)
Quantity (as measured in U/I)
Part Number
Contract Number (including call number, if applicable)
Method of Preservation/Date of Pack

SHIPPING CONTAINER MARKING REQUIREMENTS:

Shipping Label: Transportation Control Number

From: Name and address of Consignor

To:
Name and address of Consignee (DODAAC) and in-the-clear address.
Project Code (if applicable).
Piece Number, and total pieces.
WT.
Method of Preservation/Date of Pack

(4) Bar Code Label is required on shipping documents (See Clause D11, DLAD 52.211-9008).

b. Priority 09 through 15 and FMS (Foreign Military Sales) Shipments: Shall be packaged to MIL-STD-2073-1D, marking i/a/w MIL-STD-129 (latest revision). The supplemental palletization instruction sheet, Palletization No. DC1636P001, will be applicable to each order, when required. (Packaging code requirements will be provided upon award of contract or in individual delivery orders not issued electronically).

c. Credit Card Orders: Packaging shall be in accordance with the Contractor's commercial practice, which will ensure acceptance by the carrier.

3. Fast Pay Orders: The outer shipping container for Fast Pay DLA direct vendor delivery orders must be marked 'FAST PAY.'

NOTE: A signed DD 250 is not required when Fast Pay is used. However, for FMS, if a vendor chooses to invoice with other than DD 250, the following additional items shall be included on shipping documents/packing list/invoice: FMS Case Identifier Number (the case number always consists of the last three positions of the supplementary address; e.g., CFU,) Unit Price/Total Price, and Project Code (if applicable). Vendor may still choose to use the DD 250 Form.

4. Oxygen Cleaning: Items that require oxygen cleaning shall be cleaned, packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1D and MIL-STD-1330.

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5. Hazardous Material: Packaging for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging contained in the International Civil Aviation Organization (ICAO) Technical Instructions, Excluding paragraph 1.4 of chapters 1 and 3, or the International Maritime Dangerous Goods Code (IMDG), both of which comply with the United Nations (UN) Recommendations on the Transport of Dangerous Goods, and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a self-certifier, shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation. The contractor's signed certification that the packaged configuration meets ICAO or IMDG requirements shall be incorporated on the DD form 250, Material Inspection and receiving Report, or other related acceptance document if the DD Form 250 is not used. All certificates and reports shall be available for inspection by authorized Government representatives for a period of three years. If Hazardous Material will be offered for transportation by Military air see clause D08, DSCC 52.211-9C20, Special Handling Data/Acknowledgement.

6. Prohibited Cushioning and Wrapping Materials: Use of excelsior, newspaper, shredded paper (all types, including wax paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage.

7. Any questions concerning packaging may be addressed by calling DSCC-VSP at 614-692-3345 (commercial) or DSN 850-3345.

FAX: 614-692-1901.

D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01)
(JUL 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscccols.com/downloads/packaging/dcl636p001.doc>

SECTION 4

H02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2)
(AUG 1996)

H03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number,

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as

specified in DLAD Clause 52.211-9000, Section 1 of the award). Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

☒ Same as Offeror
Applicable to CLIN(s):

all required

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

☒ Same as Offeror
Applicable to CLIN(s):

all required

() Same as above

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

H04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination

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-Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

E06 - MATERIAL INSPECTION AND RECEIVING REPORT
(DFARS 252.246-7000) (DEC 1991)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05)
(NOV 1995)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06)
(NOV 1995)

E14a - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED
ISO 9002) (FEB 1999) (DSCC 52.246-9C44)

NOTICE:
When the Contractor is not the manufacturer of the items to be

furnished, the Contractor represents it is offering to furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

E16 - CERTIFICATE OF QUALITY COMPLIANCE (DLAD 52.246-9000)
(DEC 1994)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004)
(JUN 1998)

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)

SECTION F

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02)
(MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):
Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.
- (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.
- (4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.
- (3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).
- (4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Freelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and

bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F06 - SHIPPING INSTRUCTIONS (EXPORT) (DSCC 52.247-9C03) (JAN 2002)

Comply with paperwork requirements of Clause D03, 'Packing List/Invoice/Shipping Documents'. Packaging and marking in accordance with instructions in Section D.

MAIL INSTRUCTIONS (APO/FPO Addresses):

Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN:

- (1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office)

EXCEPTED:

(2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.

(3) Parcel post shipments to an APO/FPO address must be annotated under the return address as follows: 'CONTENTS FOR OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS.'

(4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments must be packaged for transportation by Military Air (MILAIR). See D08.

(5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class).

(6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package. (See Special Clause F04.)

(7) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (To Air or Water Ports and CCPs):

(1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at Clause F01.

(2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.

(3) Shipments to Container Consolidation Points (CCPs):

(a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clauses 'D06.'

(b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:

- (i) Cargo requiring refrigeration/temperature control.
- (ii) Classified or sensitive items requiring signature control.
- (iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.
- (iv) When volume or weight constitutes a full SEAVAN load for each activity (DODAAD) code.
- (v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.

(vi) Type 1 shelf life items.

(vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by AIR.

ADVANCE NOTICE OF DELIVERY:

Telephone notice of delivery must be given by the carrier to

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the Consignee Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

FREIGHT SHIPPING ADDRESSES:

Mail address of the ultimate Consignee and 'MARK FOR' information required as part of the address for parcel post or freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel post limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addresses of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)**F16 - FOREIGN MILITARY SALES (FMS) FOB DESTINATION SHIPPING INSTRUCTIONS (DSCC 52.247-9C05) (JUN 2001)**

For all Foreign Military Sales (FMS) requirements with FOB point at destination items shall be shipped by a carrier that can provide evidence of shipment or proof of delivery in compliance with MAPAD (Military Assistance Program Address Directive) and DOD 4500.9-R, not by parcel post unless registered or shipped by some other traceable means. The contractor shall provide proof of shipment/delivery to the cognizant Transportation Office. The contractor is only responsible for transportation costs to the freight forwarder or Government port (except for Canadian FMS that are shipped direct to Canadian addresses).

NOTE: The following fill-in location area below does not pertain to IDC basics and corporate contracts.

For FMS requirement with FOB point at destination, use:

(City, State, and Zip Code)

(City, State, and Zip Code)

as tentative shipping location so that transportation costs are included in quote.

F33 - F.O.B. - DESTINATION (VAR 52.247-34) (NOV 1991)**SECTION H****H-09. ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 2000)**

This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WINS).

For detailed information concerning electronic invoicing applications, WINS transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868 or 614-693-5627. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

<https://ecweb.dfas.mil>

This above site is for DFAS-CO Web based Invoicing System (WINS). Look under the Help Button for 'These are your Web Invoice Test Partners'

<http://www.dfas.mil>

Under the topic of Electronic Commerce there is a Description of all DFAS EDI Initiatives.

H12 - ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999) (DSCC 52.215-9C13)

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The

Government will provide a 30 day advance notice to the contractor prior to deleting any NSN from the contract.

(b) New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued Items:

(1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.

(2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(3) If an item is discontinued without replacement, the contractor may also advise the Government of alternate sources of supply for an item which is equivalent in form, fit and function. However, the contractor should not incur any costs

in seeking an alternate source of supply without first seeking the approval of the Contracting Officer.

(4) The Government has the option to make a last time order, or series of orders, within 120 days after receiving or written notification of the discontinued item. Such order, or orders, may be made at an increase of N/A percent over the maximum order limitation called for in this contract, or at a quantity not to exceed * if there is no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.

*to be negotiated

H13 - ORDER TRANSMISSION (DSCC 52.215-9C20) (FEB 2001)

Supplies procured through the Defense Supply Center Columbus (DSCC) may be ordered via the Paperless Order Placement System (POPS) or the Electronic Procurement Program Interface (EPPI). Offerors must check one of the following alternatives for paperless order transmission:

☒ Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN). **ALI Corp.**

() Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in).

Offerors choosing email notification for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at <http://dibbs.dscclcols.com> within 7 days after date of award. Successful offerors are responsible for updating DIBBS when there is a change in the email address for receipt of orders. The applicable email address is contained in the DPMs registration under the section entitled 'E-Mail Address for Receipt of DSCC Awards / Information.'

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt. The statement 'POPS Auto Award' or 'EPPI Auto Award' in block 24 of the DD Form 1155 constitutes the contracting officer's signature.

NOTE: Questions concerning POPS or EPPI should be directed to Paul Bosak at (614) 692-3559.

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H-15. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS
(DSCC 52.217-9C23) (JUL 2001)

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

(X) See provision L40. The contractor's submission to this provision constitutes the capability assessment.

() At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.

If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See I136 for additional information on allowable surge investment costs.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days after receipt of investment funds/material from the Government.

If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation upon award.

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINC) exercises), or any other methodology that can validate the S&S capability.

The contractor shall maintain the S&S capability throughout the life of the contract. Any significant changes in the contractor's supplier base capabilities that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.

The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies.

Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.

The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if

applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.

If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective.

The above language does not limit the government's right, at any time after award, to perform inspections or test the contractor's S&S capability. In the event a contingency occurs before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements exceed those defined in Section B, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arises before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency (i.e.: non-surge requirements).

SECTION I

I01c - SOLICITATION CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (FEB 1998)

DFARS 252.204-7004 - Required Central Contractor Registration
(NOV 2001)

I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

I09 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights, and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order places hereunder, whichever is later.

I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here
()

I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04)
(APR 1985)

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I26 - CONTRACT LIMITATIONS (MULTIPLE NSNs) (DSCC 52.216-9C14) (APR 2001)

(i) There may be more than one award under this solicitation, but the same National Stock Number (NSN) will not be awarded to more than one offeror. If more than one award is made in this manner, this process is referred to as a 'SPLIT AWARD.'

(ii) The 'CONTRACT MAXIMUM' for the entire solicitation quantity will be \$10,229,398 for the base contract period and each individual option period, which is the total of the individual maximum quantities or dollar estimates for all NSNs.

(iii) The 'CONTRACT MINIMUM' for the entire solicitation quantity will be \$255,735 for the base contract period and each individual option period, which is the total of the individual minimum quantities or dollar estimates for all NSNs. The contract minimum applies to the entire range of items solicited and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN.

(iv) In the event of a SPLIT AWARD, the minimum for the individual NSNs actually awarded to each offeror will be totaled to determine the minimum quantity or dollar value of that offeror's award.

I28 - PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DLAD 52.211-9004) (MAR 2000)

I31 - CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)

- a. (X) on date of award;
() on a date to be specified not later than days after date of award.

I33a - ORDERING (FAR 52.216-10) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Defense Supply Center, Columbus. Such orders may be issued from date of contract award through 365 days after date of award.

I34 - ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than NO MINIMUM [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of NO MAXIMUM [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements Clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I35 - ESTIMATED TOTAL QUANTITY (DSCC 52.216-9C20) (AUG 2001)

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
See ADQ			

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside Portion' set forth in Section I of the solicitation. NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I40, I41, or I54.

I41 - EXTENSION OF CONTRACT TERM (JAN 2000) (DSCC 52.217-9C12)

a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

c. The contract prices shall apply during an extension of the contract term, unless different prices for the extended contract term are entered in the space provided in Section B.

d. This clause will be used in evaluation of offers.

NOTE: Failure to accept option years as requested may result in rejection of offer.

I43 - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (FAR 52.209-3) (SEP 1989) WITH ALTERNATE I (JAN 1997)

(a) The Contractor shall test unit(s) of Lot/Item SEE SECTION B, NSN SEE SECTION B as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 60 calendar days from the date of () this contract, /or (X) first delivery order under this contract, to:

(2 Copies) Defense Supply Center Columbus
P.O. Box 16704
ATTN: Contracting Officer - (see 'Issued By' block on page 1 of award document)
Columbus, OH 43216-5010

(1 Copy) DQMA - Administrative Contracting Officer of the Inspection Activity cited in the 'Administered By' block on page 1 of the award document, marked, 'FIRST ARTICLE TEST REPORT: Contract Number, Lot/Item No. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article. (The approval time specified in this paragraph shall begin on the date the Contracting Officer receives the test report.)

I43a - ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (DSCC 52.209-9C07) (OCT 2001)

1. First Article Testing is required and shall be performed in accordance with:

(X) The specifications as found in Section B of the solicitation/award.

() The following:

and DD Form 1423, Contractor Data Requirements List, as applicable.

2. The cost entered in CLIN 9907 shall include all costs

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associated with the testing, and the cost of the First Article test report, if any. Offers that do not cite a price for the First Article testing and the test report, or do not specify that there is no separate charge for the testing and test report, shall be evaluated under the assumption that there is no charge for the testing and test report.

3. First Article Testing and approval shall be required unless the offeror submits, with this offer, evidence of prior qualification sufficient for the Government to approve a waiver of the First Article test requirement for this acquisition. Such evidence may include the submission of contract numbers, if any, to document the offeror's eligibility for waiver.

4. a. The Inspecting Activity Quality Assurance Representative (QAR) shall witness the First Article Testing.
b. The contractor shall prepare the First Article test report in accordance with the latest issue of Data Item Description DI-MDTI-80809B, entitled, 'Test/Inspection Report'. The contractor shall present the completed report to the QAR. The QAR shall review the report, prepare recommendations, countersign and forward two copies to the Contracting Officer at the address identified in clause 143. (Follow alternate distribution instructions if Clause 106 is included in this award.)

5. Disposition of the First Article by the Contractor (applicable if marked):

() The First Article will be retained by the contractor and may be reconditioned for acceptance as part of the order quantity; however, at least one approved First Article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This First Article unit shall be referred to as a production or manufacturing standard and baseline for examination if defects are reported on delivered material, or problems are encountered during production.

() All units of the First Article shall be retained by the Contractor as production standards, and shall not be submitted for acceptance as part of the order quantity.

() Other:

() 6. Additional Notes:

158 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)

MATERIAL IDENTIFICATION NO. (If none, insert 'None')

162 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

WARNING

Contains (or manufactured with, if applicable)

* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

163 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

MATERIAL ACT (If none, insert 'None')

none

164 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)

(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

180 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

184 - QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)

Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Name: Naval Air Systems Command

Address: 48110 Shaw Road

Paculent River, MD 20670

ATTN: Commander, Naval Air Systems Command, Code 4.3.5.2

() Standardization Document Order Desk

Bldg 4, Section D

700 Robbins Ave

Philadelphia PA 19111-5094

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name:

Manufacturer's Name:

Source's Name:

Item Name:

Service Identification:

Test Number (to the extent known):

NOTE: The applicable OPL(s) is: 5504-35

1136 - LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (S&S) INVESTMENTS (DLAD 52.217-9006) (JUL 1999)

The contractor shall limit investments in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the following ways:

(a) These investments can only be made to meet S&S requirements in support of major theatre warfare or smaller scale contingencies. They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.

(b) Investments shall not be made when substitute items or alternate manufacturing processes are available.

(c) Investments must be the most cost-effective means of ensuring S&S capability.

(d) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.

(e) Only when the level of DLA and MILSVC (when MILSVC customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.

(f) Investments shall not be made for MILSVC managed items.

(g) S&S investments made shall not be used as a safety stock (i.e., to meet peacetime spikes in demand).

(h) The contractor shall not access S&S investments for any purpose other than to support the contingencies indicated in paragraph a, unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 2002 DEC 20		4. REQUISITION/PURCHASE REQ. NO. IQC02136007003		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
Defense Supply Center Columbus 3990 East Broad St. P.O. Box 16784 Columbus, OH 43216-5010 Initiator: Teresa Knotts, PPPLCA4 (614) 692-1124 / FAX: (614) 692-4759 E-mail: Teresa_Knotts@dscc.dla.mil				9A. AMENDMENT OF SOLICITATION NO. SP0700-03-R-4150			
				9B. DATED (SEE ITEM 11) 2002 NOV 01			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Kampi Components Co., Inc. 88 Canal Rd. Fairless Hills, PA 19030				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE 7701		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.							
12. Accounting and Appropriation Data (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (D).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
Return Amendment To: Defense Supply Center Columbus ATTN: DSCC-PBAA (Bld Opening Room B130, Bldg.20) 3990 E. Broad Street, P.O. Box 16653 Columbus, OH 43216-5009 NSN: 0000-00-000-0000, Previous Opening/Closing Date: 2003 JAN 08 Extended to: 2003 JAN 31 Time: 1:00 p.m. Eastern Standard Time							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Michelle Anderson / Long Term Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR Michelle Anderson <small>(Signature of person authorized to sign)</small>		15C. DATE SIGNED 01/29/03		16B. UNITED STATES OF AMERICA BY _____ <small>(Signature of Contracting Officer)</small>		16C. DATE SIGNED	
NSN 7540-01-152-9076 PREVIOUS EDITION UNUSABLE		FAXED		PerFORM (DLA)		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Defense Supply Center Columbus 3990 East Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Initiator: Ken Cotton PPPLCAP (614)603-3218 E-mail: Kenneth.Cotton@dia.mil		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <i>Kampi Components Co. Inc. 88 Canal Rd. Fairless Hills, PA 19030</i>		9A. AMENDMENT OF SOLICITATION NO. SP0700-03-R-4150		9B. DATED (SEE ITEM 11) 2002 NOV 01	
CODE <i>72 All</i>		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		10B. DATED (SEE ITEM 13)			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified. 12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(24) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Return Amendment To: Defense Supply Center Columbus ATTN: DSCC-PBAA (Bid Opening Room B130, Bldg. 20) 3990 E. Broad Street, P.O. Box 16653 Columbus, OH 43216-5009 NSN: 0000-00-000-0000. Previous Opening/Closing Date: 2003 JAN 31 Extended to: 2003 AUG 18 Time: 1:00 p.m. Eastern Standard Time This amendment is issued to change deliveries on the NSNs listed on Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Michelle Mehlberger / Long Term Contracts</i>		15B. CONTRACTOR/OFFEROR <i>Michelle Mehlberger</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>08/18/03</i>	
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	
NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE		PerFORM (OLA)		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

RECEIVED
 2003 AUG 18 AM 9 57

CONTINUATION SHEET	Reference Number of Document Being Continued: SP0700-03-R-4150-0002	PAGE OF PAGES 2 3
<p>page 3 of 3 of this amendment. Unless otherwise specified on page 3 of this amendment, your proposal will be deemed to offer delivery in accordance with the required schedule. Also this amendment is issue to give official notification that discussions on subject solicitation are hereby concluded. Offerors are now being afforded the opportunity to submit written Final Proposal Revisions (FPR) as required by FAR 15.307(b). The Government intends to make award without obtaining further revisions. However, any delivery schedule must not exceed the Government's required delivery schedule. Offers with a revised delivery schedule not clearly within the required delivery schedule may be rejected.</p> <p>Any revisions to your offer after this date and time will be considered only in accordance with FAR 52.215-1(c)(3) for Late Submissions, Modifications, and Withdrawals of Proposals.</p> <p>Address/Return FPR to: Defense Supply Center, Columbus ATTN: DSCC- PBAA (Bid Opening and Abstract Office) 3990 East Broad Street P.O. Box 16653 Columbus, OH 43216-5009 Fax Number 614-692-4275</p>		

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NSNs	Required Delivery	Proposed Delivery
2910000016176	25	55
2910003043427	30	N/A
2910013182611	180	180
2910013548174	30	N/A
2910014282338	30	N/A
2940004079408	30	70
2940005403619	65	65
2940007880851	45	570
2940008103088	45	"
2940008739890	45	"
2940012675454	115	"
2940013040737	30	"
2940013885422	30	"
2940014437331	45	"
2940014728828	25	"
4330001891611	25	"
4330002888907	180	"
4330004430015	30	"

Attn: Ken Cotton
PPPLCA9
Defense Supply Center Columbus

SP0700-03-R-4150 FPR

From: Michelle Mehlberger
Kampi Components Co., Inc.
CAGE 7Z016

2910000016176	\$11.98	55	37099	LFF4293	\$14.21		No change
2910000194619	\$8.79	65	12658	PF943			No change
2910000694500	\$4.11	55	89346	405501C1	\$15.01		No change
2910000896012	\$8.86	65	12658	PF846			No change
2910001003354	\$6.71	77	84760	18786	\$7.21		No change
2910002130095	\$41.67	70	12658	BF972	\$114.98		No change
2910002873188	\$17.19	56	15434	FF124			No change
2910003026391	\$5.66	50	89619	483GB444	\$9.95		No change
2910003043427	NO QUOTE!						No change
2910003635881	\$133.00	70	12658	F-808-A			No change
2910003644137	\$36.92	40	55380	3231180			No change
2910003712848	\$2.53	55	13800	10R6	\$6.06		No change
2910003746020	\$28.14	105	90005	1752002-01	\$33.38		No change
2910003775546	\$14.50	65	12658	F-828-F	\$6.96		No change
2910004773435	\$5.99	70	89619	483GB441	\$6.09		No change
2910004978178	\$240.00	65	72582	23513372			No change
2910005952916	\$48.33	55	44940	149-0846	\$58.50		No change
2910006291900	\$3.64	65	12658	PFP902			No change
2910008479503	\$3.24	65	12658	BF836K3	\$14.81		No change
2910009661791	\$3.92	50	37099	LFP1101F	\$4.02		No change
2910009874897	NO QUOTE!						No change
2910010512341	\$7.18	100	37099	LFF5823B	\$7.99		No change
2910011229517	\$3.63	100	37099	LFP928F	\$3.94		No change
2910011290466	\$3.80	100	37099	LFP396F	\$4.60		No change
2910011334970	\$17.70	220	26840	010-0410-00-0			No change
2910011461099	\$10.28	80	33457	FS1212	\$11.26		No change
2910011699758	\$63.80	150	2A401	M-8N7005	\$70.00		No change
2910012017719	NO QUOTE!						No change
2910012382645	NO QUOTE!						No change
2910012501922	\$9.04	100	37099	LFP959F			No change
2910013137325	\$37.60	50	37099	LFF5824B			No change
2910013155065	\$26.26	125	15434	149-1758			No change
2910013162611	\$125.47	180	62265	02-7109846	\$239.67		No change
2910013668848	\$66.09	55	10988	N14232	\$86.25		No change
2910014110980	\$24.45	70	33457	FS1201			No change
2910014447294	\$270.69	100	37099	4760			No change
2940000290388	\$5.15	65	89619	485GB3191C	\$5.98		No change
2940000720364	\$41.74	70	21585	C12233-7	\$69.39		No change
2940000733316	\$26.53	95	33457	LF516			No change
2940000838741	\$12.39	65	12658	P-1610			No change
2940000969529	\$6.14	45	37099	PH725	\$7.39		No change
2940001112621	\$34.52	65	12658	PA16490PC			No change
2940001259544	\$9.18	95	37099	LFP4005	\$10.00		No change
2940001439204	\$8.13	65	12658	PT-275	\$25.46		No change
2940002130727	\$10.80	65	12658	PA-1602			No change
2940002213470	\$3.42	100	37099	PH25	\$9.28		No change
2940002385551	\$4.39	100	37099	AF348	\$6.20		No change
2940003000891	\$19.16	100	37099	L43F	\$18.01		No change
2940003271721	\$25.79	60	02246	195-352	\$19.63		No change

Attn: Ken Cotton
PPPLCA9
Defense Supply Center Columbus

SP0700-03-R-4150 FPR

From: Michelle Mehlberger
Kampi Components Co., Inc.
CAGE 72016

2940003335318	\$6.99	70	15434	LF519	\$96.61			No change
2940003560754	\$4.29	100	37099	LP161				No change
2940004043057	\$6.82	55	73370	CH211A	\$7.39			No change
2940004054308	\$4.57	100	37099	PH4408	\$9.21			No change
2940004079387	\$17.41	55	15434	LF613	\$15.77			No change
2940004079408	\$25.10	70	12658	PA1902FN	\$29.22			No change
2940004138521	\$21.94	65	12658	PT-66-HD	\$21.94			No change
2940004321761	\$5.05	55	33457	LF634	\$7.07			No change
2940004321988	\$7.43	70	44940	140-2628-01				No change
2940004555731	\$35.15	105	79160	VF120A				No change
2940004592839	\$31.61	70	33457	AF-424	\$33.15			No change
2940004658808	\$53.83	105	79160	VF160A				No change
2940004701238	\$4.88	100	37099	LFP-791	\$9.60			No change
2940004976794	\$27.42	55	33457	AF-493				No change
2940005048533	\$5.80	65	12658	BF582	\$4.91			No change
2940005403619	\$11.54	65	12658	V-429-FF				No change
2940005413493	\$11.46	55	33457	LF531				No change
2940006780641	NO QUOTE							No change
2940008421878	\$35.03	65	12658	PA1781	\$33.99			No change
2940008439824	\$5.31	65	12658	6015				No change
2940008451960	\$1.83	65	12658	BT-260-10	\$5.63			No change
2940008485386	\$23.62	65	12658	P-183				No change
2940008486043	\$5.41	652	12658	PA-652	\$6.40	No change	65	652 was a typo
2940008609870	\$21.53	70	15434	AF253				No change
2940008640717	\$9.89	55	33457	LF599	\$26.15			No change
2940008695701	\$5.41	70	33457	AF380	\$7.02			No change
2940008919342	\$6.27	65	12658	T308M	\$7.40			No change
2940008926214	\$13.74	70	05415	101254	\$15.19			No change
The items listed below were quoted on our original offer but were not included in your list provided above								
2910000509838			72582	6436075	\$210.00	\$139.66	185	
2910000995467			33457	FF4012	\$4.16	\$3.88	90	
2910001255600			44940	122-0325	\$17.98	\$16.60	175	
2910002875474			72582	5575568	\$132.67	\$129.33	100	
2910003731564			10988	A151281	\$21.24	\$18.81	80	
2910004014189			10988	A41745	\$14.71	\$13.84	80	
2910006243681			15434	FF108		\$14.75	70	
2910008456770			12658	BF840K1	\$5.65	\$2.79	65	
2910009452318			61928	GF133	\$6.28	\$5.56	60	
2910011564778			33457	FF5052	\$7.99	\$7.25	60	
2910011702549			12658	BF-891	\$6.02	\$5.97	65	
2910011792597			12658	BF-954	\$4.27	\$3.90	65	
2910012837223			12204	3300-0076	\$49.67	\$14.82	55	
2930012616609			89346	WF2074	\$16.06	\$13.42	55	
2940000532513			33457	HF6007	\$20.87	\$6.99	85	
2940000789471			86736	PL718-5		\$45.00	12.71	
2940001258313			33457	AF411	\$119.00	\$6.68	95	
2940008609850			12658	P204	\$12.50	\$17.13	65	

CONTINUATION SHEET		Solicitation Number: SP0700-03-R-4150	PAGE OF PAGES 27 38
<p>associated with the testing, and the cost of the First Article test report, if any. Offers that do not cite a price for the First Article testing and the test report, or do not specify that there is no separate charge for the testing and test report, shall be evaluated under the assumption that there is no charge for the testing and test report.</p> <p>3. First Article Testing and approval shall be required unless the offeror submits, with this offer, evidence of prior qualification sufficient for the Government to approve a waiver of the First Article test requirement for this acquisition. Such evidence may include the submission of contract numbers, if any, to document the offeror's eligibility for waiver.</p> <p>4. a. The Inspecting Activity Quality Assurance Representative (QAR) shall witness the First Article test.</p> <p>b. The contractor shall prepare the First Article test report in accordance with the latest issue of Data Item Description DI-MDTI-808093, entitled, 'Test/Inspection Report'. The contractor shall present the completed report to the QAR. The QAR shall review the report, prepare recommendations, countersign and forward two copies to the Contracting Officer at the address identified in clause 143. (Follow alternate distribution instructions if Clause 106 is included in this award.)</p> <p>5. Disposition of the First Article by the Contractor (applicable if marked):</p> <p>() The First Article will be retained by the contractor and may be reconditioned for acceptance as part of the order quantity; however, at least one approved First Article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This First Article unit shall be referred to as a production or manufacturing standard and baseline for examination if defects are reported on delivered material, or problems are encountered during production.</p> <p>() All units of the First Article shall be retained by the contractor as production standards, and shall not be submitted for acceptance as part of the order quantity.</p> <p>() Other:</p> <p>() 6. Additional Notes:</p>		<p>164 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DOD 52.223-9000) (MAR 1992)</p> <p>(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).</p> <p>160 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1994)</p> <p>184 - QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)</p> <p>Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.</p> <p>Name: Naval Air Systems Command Address: 48110 Shaw Road Patterson River, NJ 07670 ATTN: Commander, Naval Air Systems Command, Code 4.3.5.2</p> <p>() Standardization Document Order Desk Bldg 4, Section D 700 Robbins Ave Philadelphia PA 19111-5094</p> <p>(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.</p> <p>Offeror's Name: Manufacturer's Name: Source's Name: Item Name: Service Identification: Test Number (to the extent known):</p> <p>NOTE: The applicable QPL(s) is: 5504-35</p>	
<p>188 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-2) (JAN 1997)</p> <p>MATERIAL IDENTIFICATION NO. (If none, insert 'None')</p> <p>none</p>		<p>1156 - LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (S&S) INVESTMENTS (DOD 52.217-9006) (JUL 1992)</p> <p>The contractor shall limit investments in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the following ways:</p> <p>(a) These investments can only be made to meet S&S requirements in support of major theatre warfare or smaller scale contingencies. They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.</p> <p>(b) Investments shall not be made when substitute items or alternate manufacturing processes are available.</p> <p>(c) Investments must be the most cost-effective means of ensuring S&S capability.</p> <p>(d) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.</p> <p>(e) Only when the level of DLA and MILSVC (when MILSVC customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.</p> <p>(f) Investments shall not be made for MILSVC managed items.</p> <p>(g) S&S investments made shall not be used as a safety stock (i.e., to meet peacetime spikes in demand).</p> <p>(h) The contractor shall not access S&S investments for any purpose other than to support the contingencies indicated in paragraph a, unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.</p>	
<p>162 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)</p> <p>WARNING</p> <p>Contains (or manufactured with, if applicable)</p> <p>* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.</p> <p>* The Contractor shall insert the name of the substance(s).</p> <p>163 - HAZARD WARNING LABELS (DOD 52.223-7001) (DEC 1991)</p> <p>MATERIAL ACT (If none, insert 'None')</p> <p>none</p>		<p>CONTINUED ON NEXT PAGE</p>	

ENCL. 1